

FRANKLIN COUNTY OFFICE ON AGING FY2016 SENIOR OPTIONS GRANT AGREEMENT

This grant agreement (the "agreement") is made and entered into on March 1, 2016, by and between the Franklin County Board of Commissioners dba Franklin County Office on Aging located at 280 East Broad Street, Columbus, Ohio (hereinafter referred to as the "Grantor"), and Charitable Pharmacy of Central Ohio located at 200 East Livingston Avenue, Columbus, Ohio (hereinafter referred to as the "Grantee"). This agreement shall be in effect during the period of **January 1, 2016, through December 31, 2016.**

1. **GRANT OF FUNDS:** In order to expand community services to the elderly population of Franklin County, the Franklin County Board of Commissioners hereby grants Senior Services Levy funds to the Grantee in the amount of \$207,000, (Two hundred and seven thousand dollars and no cents), for the purpose of providing health promotion/wellness services.

It is expressly understood by the parties that the County's funds are contingent on the availability of lawful appropriation by their appropriating authority. If the Franklin County Board of Commissioners or any authorized political subdivision fails at any time to continue funding for the agreement, their obligations under this agreement are terminated as of the date that the funding expires without further obligation of the County.

2. **TERM:** The term of the grant shall be as stated in the opening paragraph of this agreement. The Grantee shall not incur any expenses to be reimbursed with grant funds except during the term of this agreement, except with prior approval of the Grantor.
3. **CONDITIONS:** The Grantee shall undertake the activities in accordance with the grant proposal submitted by the Grantee on December 7, 2015, and approved by the Grantor on December 29, 2015. These activities are the guidelines for the authorized basis of payment under this agreement.
4. **USE OF FUNDS:** Funds granted by this agreement shall be used only in accordance with the approved grant budget for expenses incurred in the performance of the agreement, and shall be supported by contracts, invoices, vouchers, and other documentation as appropriate to substantiate the costs incurred.
5. **ACCOUNTING OF FUNDS:** The Grantee shall keep all financial records in a manner consistent with generally accepted accounting principles.
6. **BUDGET ALTERATIONS:** Prior approval from the Grantor is necessary for any and all changes to the approved budget. The Grantee shall request the Grantor's approval in writing and give justification for the request. The Grantee shall submit all approved budget revisions to the Grantor on the Senior Options Budget Form. The total amount of matching funds must not decrease during the grant period.

7. **REPORTING REQUIREMENTS:** The Grantee shall submit quarterly financial and programmatic reports according to the schedule, format, and instructions set forth by the Grantor. A final reconciliation and financial report is required within thirty (30) days of the termination of the agreement, as stated on this schedule.
8. **PROPERTY AND EQUIPMENT PURCHASES:** All items purchased by the Grantee from the funds granted herein shall remain the property of the Grantee unless the Grantee defaults in the performance of the terms and conditions of this agreement. In the event of default by the Grantee, all property and equipment purchased with grant funds shall revert to the Grantor.

The Grantee shall provide for the security, safekeeping, and necessary maintenance of all items obtained through this agreement. Any liabilities or damages arising from usage of said property or equipment is the responsibility of the Grantee, as owner.

9. **RECORDS, ACCESS AND MAINTENANCE:** The Grantee shall establish and maintain for at least six (6) years from the termination of this agreement such records as are required by the Grantor including, but not limited to, financial reports, intake and client information, and all other relevant information. The parties agree that records required with respect to any questioned costs, audit disallowances, or dispute between the Grantor and Grantee shall be maintained for the time needed for the resolution of said question. If for any other reason the Grantor shall require a review of the records related to the grant, the Grantee shall segregate all such records from its other records of operation at its own cost.

The Grantee shall ensure the confidentiality of all client records, in accordance with standard social work practice.

10. **PRIVACY LAWS:** The Grantee shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act regulations (HIPAA).
11. **AUDITS AND INSPECTIONS:** Upon demand, the Grantee shall make available to the Grantor its records with respect to matters covered by this agreement, during normal business hours. The Grantor shall be permitted to audit, examine and make excerpts or transcripts from such records.
12. **INDEMNIFICATION:** The Grantee agrees to indemnify and hold the Grantor harmless from any and all liabilities or claims resulting from the Grantee's actions, or the actions of its subcontractors.
13. **EQUAL OPPORTUNITY:** Pursuant to section 125.111 of the Ohio Revised Code, the Grantee warrants and agrees to the following: That in the hiring of employees for the performance of work under this agreement or any subagreement, the Grantee shall not, by

reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the agreement relates; and

That neither the Grantee nor any of its subcontractors or any person acting on behalf of the Grantee shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry.

Except when pre-empted by Federal statute and/or federal grant guidelines, the Grantee shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

14. **ASSIGNMENT:** Neither this agreement nor any rights, duties, or obligations described herein shall be assigned by the Grantee.
15. **TERMINATION:** If the Grantor deems that the Grantee has failed to perform satisfactorily any requirements of this agreement, or if the Grantee is in violation of any provision of this agreement, the Grantor may immediately terminate the agreement.

Within thirty (30) days after termination, all reports, documents, and other records of the Grantee prepared pursuant to this agreement shall become the property of the Grantor and shall be delivered upon request.

16. **REMITTANCE UPON TERMINATION:** Upon termination, the Grantee shall remit any funds advanced by the Grantor, less the fair value of services actually provided to that date.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year as stated in the opening paragraph of this agreement.

Franklin County Board of Commissioners

Charitable Pharmacy of Central Ohio


By: 

By: 

Title: President

Title: Executive Director

APPROVED AS TO FORM

RON O'BRIEN
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO
By: 
Assistant Prosecuting Attorney

27 Jan 16

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show CHARITABLE PHARMACY OF CENTRAL OHIO, an Ohio not for profit corporation, Charter No. 1853861, having its principal location in Columbus, County of Franklin, was incorporated on April 28, 2009 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 17th day of November, A.D. 2015.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

Validation Number: 201532103346